



MARYLAND DEPARTMENT OF TRANSPORTATION

OFFICE OF REAL ESTATE AND ECONOMIC DEVELOPMENT



Dorsey MARC Station Transit-Oriented Development Request for Proposals

Release Date: November 30, 2021

Submission Deadline: February 28, 2022

Maryland Department of Transportation – The Secretary's Office
Office of Real Estate and Economic Development
7201 Corporate Center Drive
Hanover, Maryland 21076

Attn: Gaylord Dutton, Project Manager - gdutton@mdot.maryland.gov

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1 Introduction and TOD Objective

1.1 Introduction

The Maryland Department of Transportation (“MDOT”), through The Secretary’s Office (“TSO”) Office of Real Estate and Economic Development (“ORED”), seeks to redevelop Parcels 600; 634, Lot F; and 634, Lot G, located at 7000 Deerpath Road at Maryland Route 100 (“MD 100”), ELKRIDGE, MARYLAND 21075 (the “Site”, see Figure 1). The Site is approximately 18.055 acres of unimproved land and surface parking adjacent to the Dorsey MARC Station (“Station”) located in Howard County.

Questions regarding this Request for Proposal (“RFP”) should be submitted via email only to the Project Manager, Gaylord Dutton (gdutton@mdot.maryland.gov) by the date and time set forth in Section 5. Developers shall not direct questions to any other person within MDOT except as advised otherwise within this RFP. Responses to questions will be aggregated and posted on MDOT [ORED’s Dorsey MARC Station TOD project web page](#) at MDOT’s sole discretion.

1.2 Purpose

The purpose of this RFP is to further MDOT’s goal of promoting Transit-Oriented Development (“TOD”) projects in Maryland. TODs are critical in optimizing the land use of sites near transit stations and can be used as a tool to support economic development, promote transit ridership, and maximize the efficiency of the transportation infrastructure.

1.3 Objective

The objective of this RFP is to solicit responses from professional developers (“Developers”) that are experienced in mixed-use development projects. Interested Developers must submit RFP responses (“Response”) that comply with the requirements outlined below. Responses must focus on redeveloping the Site as a TOD, providing improvements to the Station area, and incorporating TOD design principles on the Site and adjacent elements (together the “Project”).

The Project must comply with all local zoning and design requirements and follow the design guidelines outlined in the [MDOT Maryland Transit Administration TOD Design Guidelines](#) (“Design Guidelines”). The Design Guidelines support high density development with a mix of residential, office, shopping, and civic uses intentionally designed to encourage walking and facilitate multi-modal access throughout the Project.

MDOT expects the following key objectives to be achieved from this Project.

- A high-density, mixed-use development, particularly housing that supports accessibility and a healthy and competitive Maryland economy.
- Increase in transit ridership.
- Improved safety and security in and around the Station area.
- Innovative Project amenities and parking facilities for transit commuters.
- Multimodal access to facilitate walking, cycling, auto drop-offs and or bus transfers.
- Enhance the connectivity between the Site, Station and the existing neighborhood.
- Reduce energy usage and lower greenhouse gas emissions.

- Use sustainable and resilient design and construction practices
- Maximize the use of green infrastructure to meet stormwater requirements

2 Site and Regional Overview

2.1 Site Description and Maps

The Site is located at 7000 Deerpath Road at Maryland Route 100, Elkridge, Maryland 21075 in the Dorsey community and is comprised of approximately 18.055 acres in which 10.408 acres is estimated as developable (note: all estimated developable property determinations and calculations are provided from the 2019 Dorsey MARC Station TOD Pre-development Report which can be found at: <https://mdotrealestate.maryland.gov/Pages/default.aspx>) The Site is comprised of three (3) parcels identified below:

- Parcel 600, owned by MDOT State Highway Administration (“SHA”), is approximately 6.4 acres, including approximately 3.5 acres estimated as developable. MDOT SHA will retain ownership of the stormwater management facility #130204 (excluded from the Project Site) which is demonstrated in (Figure 1: Project Site).
- Parcel 634, Lot F, owned by MDOT Maryland Transit Administration (“MTA”), is approximately 5.4 acres, including approximately 4.1 acres estimated as developable.
- Parcel 634, Lot G, owned by MDOT MTA, is approximately 6.3 acres, including approximately 2.8 acres estimated as developable. A portion of Parcel 634, Lot G, which is parallel to the Deep Run Stream Basin, is within the 100-year floodplain and has wetland areas at both the north and south ends of the parcel (Figure 3: 100 Year Floodplain).



Figure 1: Project Site

In 2017, the Maryland Department of Natural Resources (“DNR”) approved a Forest Conservation Plan for two (2) areas which have been placed in a conservation easement (Figure 2: SWM Facility/Forest Conservation Easement).

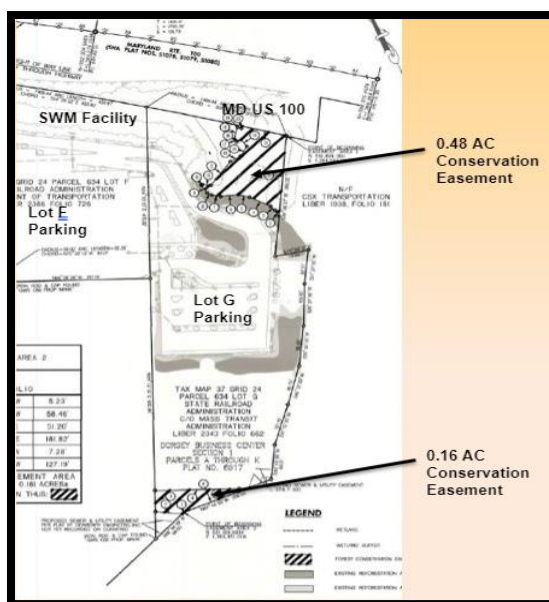


Figure 1: SWM Facility/Forest Conservation Easement

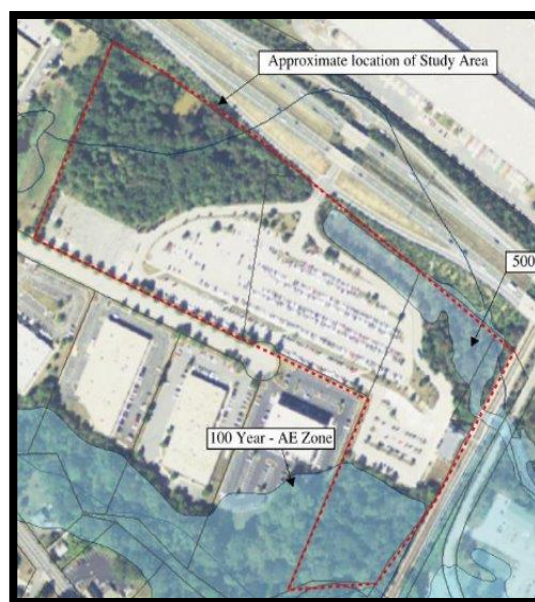


Figure 2: 100 Year Floodplain SWM

2.2 Transit Station and Parking Description

The Station is located at the eastern edge of the County and accessed via dedicated ramps from MD 100. It is bound by the Maryland Regional Commuter (“MARC”) Camden Line tracks to the east, the Dorsey Business Center to the south and west and MD 100 to the north (Figure 1: “Site”). The Station was once a postal stop that began operating in December 1881 on the Baltimore and Ohio (B&O) Railroad and is now a MARC Transit Station on the Camden Line.

Pre-COVID, the Camden Line served approximately 4,000 passengers daily on average with service extending from Camden Station in Baltimore City, Maryland to Union Station in Washington, D.C. The transit commute is approximately 15 minutes to downtown Baltimore City and 30 minutes to Washington, D.C. According to the 2019 Dorsey MARC Station Transit-Oriented Development Pre-Development Report, the Station has 802 commuter parking spaces and three (3) bus drop-off areas to support approximately 530 daily boardings. Due to the COVID-19 pandemic, MARC ridership was down 90 percent in 2020; however, MARC ridership is steadily increasing after regular scheduled service was restored in August 2021. According to MTA’s strategic plan, ridership increased by 188 percent, between January 2021 and August 2021. After full MARC service resumed between August 2021 and September 2021, ridership increased by 17 percent.

The Station currently has ten (10) service stops in each direction; with the MARC Camden line that runs on CSX owned tracks going southbound to Washington, D.C. and northbound to Camden Yards in Baltimore (Figure 5: Transit Service Schedule).

Public transit service provides significant value to riders and members of the public, including reducing congestion and delivering key transportation services in the region. MARC commuter rail service offers a competitive advantage for transit commuters with faster travel times across longer distances, connecting riders from less dense areas to the city and key destination areas. (see Figure 4: MARC Train Service Map).



Figure 3: MARC Train Service Map



Figure 4: Transit Service Schedule

2.3 Community Overview

Elkridge, Maryland has roughly 23,000 residents and 8,000 households. According to a 2018 market study of the Dorsey Station area, young professionals and families represent a large group of new residents in the Dorsey Station area. The residents prefer accessible neighborhoods with good schools and nearby retail and entertainment options. More information can be found at: [LinkClick.aspx \(howardcountymd.gov\)](http://LinkClick.aspx(howardcountymd.gov))

Development activity reports for Howard County show steady residential development with 1,812 residential housing units built in 2020; 66% were apartments, 21% were single family and 13% were townhomes. Over the last five years, there has been an annual average of 1,593 new housing units built in the County. There were 1,173 building permits issued (housing starts) during 2020. The median amount of real estate taxes paid for homeowners in the region is \$5,817. This is the second highest median real estate taxes paid of all the towns in the greater Howard County region. Comparing median real estate taxes paid to the United States average of \$2,471. Howard County is approximately 2.4 times higher. Also, measured against the state of Maryland's median real estate taxes paid of \$3,430, Howard County is 69.6% higher. The data results are measured from the year 2000 and projecting through 2017. More information can be found at:

<https://www.towncharts.com/Maryland/Housing/Howard-County-MD-Housing-data.html>

The Dorsey Station community includes, but is not limited to Oxford Square, the Dorsey Business Center (a 50-acre business park developed between 1984 and 1989 by Douglas Legum Development Inc.) and satellite campuses for both Johns Hopkins University and the University of Maryland Global Campus (see Figure 6: Vicinity Map).

MDOT, in coordination with the Maryland Department of Planning, has developed some extensive demographic and socio-economic data that pertains to the areas directly adjacent to the station areas. This data is updated as new information becomes available and is made available on the Maryland Transit Station Area Profile Tool:

<https://maryland.maps.arcgis.com/apps/MapSeries/index.html?appid=5cc549f158954c259658a55ceadfdc6b>

MDOT in collaboration with Howard County, hosted a community informational meeting on Tuesday, September 21, 2021, regarding a TOD on State-owned property at the Dorsey MARC Station. The meeting was a follow-up to a community informational meeting that was held in February 2019, prior to the release of a Request for Expressions of Interest (RFEI). The community feedback was focused on schools and development access. The materials presented during the meeting can be found at: [ORED's Dorsey MARC Station TOD project web page](#).

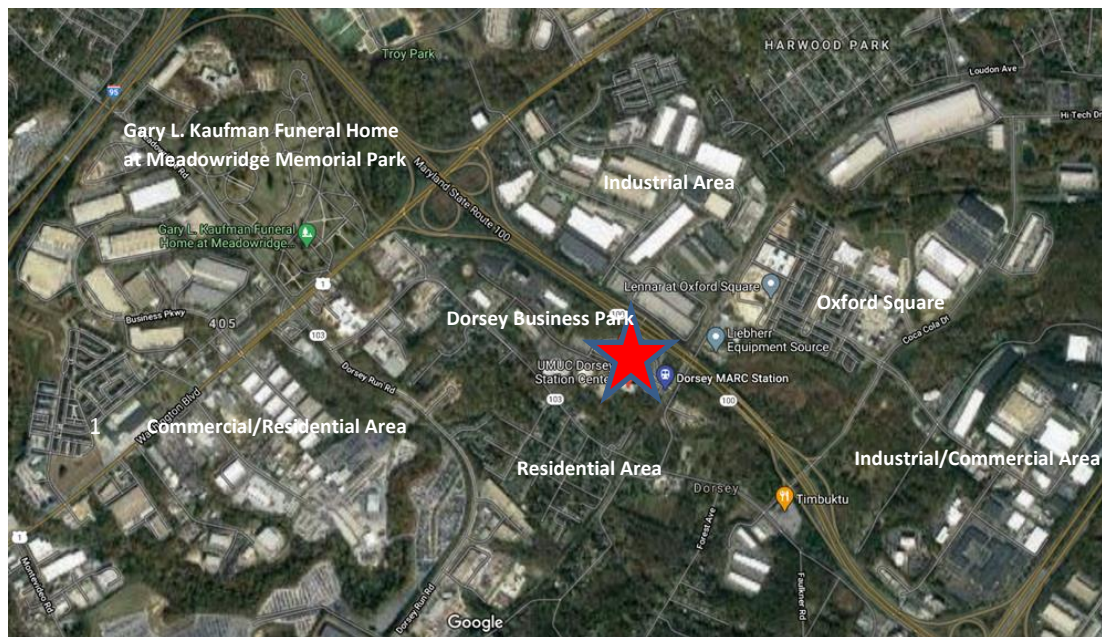


Figure 5: Vicinity Map

3 Planning, Zoning and State TOD Designation

3.1 Planning

MDOT is committed to maximizing transportation network safety and efficiency, while minimizing adverse impacts, conserving natural resources, and integrating sustainability into all aspects of transportation systems. To support these goals, and to meet both federal and State statutory requirements, MDOT develops a 20-year statewide transportation plan known as the [Maryland Transportation Plan](#) (“MTP”) and a Maryland Bicycle and Pedestrian Master Plan (MBPMP). The MTP outlines the State’s overarching transportation priorities and helps create a larger context for transportation decision-making. Similar to the Design

Guidelines, the MTP's priorities must be generally incorporated into each Response. In addition, MDOT's priorities related to multimodal connectivity for bicycle and pedestrian access, including for transit service, are reflected in the current MBPMP.

Click here to learn more about the MBPMP:

<https://www.bikemaryland.org/resources/maryland-twenty-year-bicycle-pedestrian-master-plan/#:~:text=The%20Maryland%20Bicycle%20and%20Pedestrian%20Master%20Plan.&text=The%20Plan%20provides%20guidance%20and,other%20key%20statewide%20planning%20efforts.>

Click here to learn more about the MTP:

<https://www.mdot.maryland.gov/tso/pages/Index.aspx?PageId=22>

The Site is located inside the Baltimore Metro Region where land uses range from dense historic urban cores to medium-to-low density suburban areas. According to the MTP, the Site is not identified as a *Congestion Level Increase 2015-2040 zone* (since the Station is not currently at maximum capacity and commute times average 26-32 minutes), but the Response must consider that an increase in the population density resulting from the TOD will cause an increase in transit ridership.

All Responses to this RFP shall reflect consideration of MDOT's specific planning goals and objectives as articulated in the current MTP and MBPMP. These include but are not limited to:

- Increase the safety and security for all users
- Enhance the integration and connectivity to surrounding public and/or private amenities
- Provide a resilient multimodal system by anticipating and planning for changing conditions, and hazards whether natural or man-made
- Increase the efficiency of transportation services through partnerships, advanced technologies, and operational enhancements to improve service delivery methods

Specifically, MDOT will expect responses to reflect the principles and objectives related to Maryland's statutory definition of a Transit-Oriented Development as reflected in Transportation Article, § 7-101(m) and § 7-102 of the Annotated Code of Maryland, and therefore need to include a relatively dense mixture of uses that will support transit ridership and facilitate bicycle and pedestrian access.

For examples of elements that should be considered in a TOD concept, respondents are recommended to consult the Dorsey Concept Plan and Design Guidelines published by MDOT MTA's Office of Planning and Programming. Please visit <https://www.mta.maryland.gov/transit-oriented-development>.

Additionally, Howard County Department of Planning and Zoning may have planning guidelines that must be adhered to, including but not limited to those referenced in Section 3.2 below.

All Developers will be required to follow all applicable federal, State and local design requirements in their proposals.

3.2 Zoning

The Site is zoned TOD, the purpose for which is “to provide for the development and redevelopment of key parcels of land within 3,500 feet of a MARC Station.” The TOD District is intended to encourage the development of multi-use centers combining office and high-density residential development that are located and designed for safe and convenient pedestrian access by commuters using the MARC Trains and other public transit links and the [TOD zoning district](#) requirements for amenity areas and open space to create attractive employment or multi-use centers.

The Site is also governed by the Howard County Route 1 Corridor Manual, which was approved in 2009. The purpose of this manual is to improve the appearance of the corridor, provide design standards, achieve better land use and function, increase public safety for pedestrians and traffic, and promote the use of transit. For more information on the Howard County Route 1 Corridor Manual, please visit:

<https://www.howardcountymd.gov/planning-zoning/resource/route-1-manual>

The Howard County General Plan, Plan Howard 2030 (see link below), provides Land Use Goals and Design Concepts for specific districts, including design guidance for streetscapes, site design and building architecture. PlanHoward 2030’s vision for sustaining and improving the County’s livability focuses on creating more complete communities via a two-part strategy: 1) enhancing existing communities and 2) creating new ones. Pages 136-137 describe the Plan’s place types including areas that offer opportunities to create more compact, complete communities at densities that can support a mix of uses and transportation options. The General Plan highlights that higher density, mixed-use development is critical to accommodating future growth that minimizes impacts on the environment, existing communities, and the rural West. PlanHoward 2030 supports the importance of mixed-use in the Route 1 Corridor and supports well-designed, compact development that enhances the surrounding community (page 81). The Plan supports context sensitive development so that it fits well into the surrounding area in terms of uses and design. The TOD area goals within this Plan encourage compact development with adequate green spaces and connectivity within and between developments which provides residents with a high quality of life and allows residents to take advantage of the benefits of the compact development. For more information about the current General Plan, please visit:

<https://www.howardcountymd.gov/sites/default/files/2021-03/PlanHoward2030Amended.pdf>

Of note, the County is in the process of updating its General Plan and anticipates adoption of a new General Plan - HoCo By Design - in early 2022. For more information about the County’s plans for the Route 1 Corridor, please visit:

<https://www.howardcountymd.gov/planning-zoning/resource/route-1-manual>

Prospective developers are also encouraged to consider current Howard County Bicycle and Pedestrian Plans (Walk Howard and Bike Howard), both of which contain specific priorities for improving bicycle and pedestrian connectivity in this Station area.

Bike Howard: <https://bikehoward.files.wordpress.com/2015/03/bike-howard-countywide-bikeway-networks-draft-map.pdf>

Walk Howard: <https://cc.howardcountymd.gov/Portals/0/Walking%20Howard.pdf>



Figure 6: One-half Mile Radius Zoning Map

3.3 TOD Designation and Benefits

TOD provides an opportunity to support economic development, to promote transit ridership, and to maximize the efficient use of transportation infrastructure.

The Dorsey MARC Station Project Site was designated as a TOD by MDOT and Howard County in March 2020, and the benefits include, but are not limited to:

- Access to Tax Increment Financing through the Maryland Economic Development Corporation (at the discretion of the local jurisdiction). For more information, go to: <https://medco-corp.com/>;
- Support of the use of transportation alternatives including transit accessibility by bicycles and pedestrians;
- Increase transit ridership, thereby supporting broader transportation network efficiencies and reducing congestion;
- Promote community safety, convenience and economic development objectives;
- Augment land use and environmental conservation efforts by helping minimize air and water quality impacts; and

- Enhance accessibility to jobs, housing and other designations for all residents.

For more information, please visit:

<https://datamaryland.opendata.arcgis.com/pages/tod>

4 Project and Program Requirements

4.1 General Program Requirements

4.1.1 Design and Build

The Developer shall be responsible for obtaining all required approvals, licenses and permits. All development and building plans are subject to review and approval of MDOT, Howard County's Office of the Zoning Administrator, and any other relevant government agencies.

The Developer shall at minimum be required to meet the security and safety features in MDOT MTA's [Safety & Security of the Bus Stop Design Guide.](#)

4.1.2 Ground Leases

MDOT gives preference to a long-term ground lease strategy but will consider alternative responses.

4.1.3 Roof Leases and Air Rights

Any agreement between MDOT and the Developer will include a statement that the Developer must obtain MDOT's prior written approval before Developer leases roof space or transfers air rights, and MDOT reserves the right to lease roof space and air rights on all buildings located on the Site.

4.1.4 Interruption in Transit Services

MDOT's intention is to avoid any interruption to the existing transportation services at the Site. It is critical that the Station, bus service, and necessary commuter parking will not be impacted negatively by any potential development and that any existing bicycle and pedestrian routes shall not be severed. If any interruption is required, the Developer shall explicitly state the extent of interruption and mitigation strategies they plan to implement.

4.2 Transportation Program Requirements

In addition to advancing MDOT objectives outlined in the sections above, the Response will be expected to address the principles reflected in the Design Guidelines. Further expectations related to this RFP are listed below. The deliverables of this RFP have been separated into two sections to indicate the mandatory requirements (which if not included in a Developer's Response would disqualify the Developer as non-responsive) and additional improvement opportunities that MDOT envisions in a strong Response.

4.2.1 **Mandatory Requirements**

Mandatory requirements need to be included in each Response. It is understood that the Developer shall provide these as part of the project at their sole expense, unless otherwise agreed to in writing by MDOT and Developer:

- 4.2.2 The Developer shall provide replacement parking of no less than 802 transit commuter parking spaces to accommodate existing and future demands for transit commuter parking spaces. Permanent parking may be provided as on-site surface parking, structured parking or any combination, and shall have a direct and Americans with Disabilities Act (ADA) compliant pedestrian connection to the Station and an access road from the existing interchange at MD 100. If a shared parking garage is proposed, private development parking and transit commuter parking shall operate as two (2) facilities with separate ingress/egress for each facility for the reason stated in Section 4.2.5;
- 4.2.3 Throughout all phases of the Project construction, no less than 802 temporary transit commuter spaces shall be provided by and maintained by the Developer;
- 4.2.4 Temporary and permanent parking for the private development shall be provided by the Developer in accordance with County zoning requirements at Developer's cost and shall not impact access or the availability of transit commuter parking;
- 4.2.5 Off-site temporary parking locations, if required, shall be provided by the Developer within a one-half mile radius of the Station and approved by MDOT MTA during the pre-development phase of the Project. ADA-compliant sidewalk connections and other transit commuter connections shall be made available by the Developer to allow for safe passage between off-site temporary parking locations and the Station;
- 4.2.6 Vehicular and pedestrian access between transit commuter parking facilities and the Station/platforms shall be maintained by the Developer and continue to be available to transit commuters during all phases of the Project;

- 4.2.7 The Developer shall ensure that local bus service routes continue to be accessible and maintained during all phases of developing the Project;
- 4.2.8 Designated reserved parking spaces, bus loops, and designated bus lanes shall be provided by the Developer for special services including ADA compliance; bus and mobility services; hired cars (i.e., Taxi, Lyft, etc.) and passenger pick-up and drop off area (i.e., Kiss and Ride) during all phases of developing the Project in accordance with the Federal Transit Administration guidance:
www.transit.dot.gov/sites/fta.dot.gov/files/docs/Final_FTA_ADA_Circular_C_4710.1_1.docx
- 4.2.9 The Developer shall equip and install Electric Vehicle Charging (EVC) stations at a minimum of ten (10) transit parking spaces; and
- 4.2.10 The Developer shall provide parking to transit commuters for no charge (unless otherwise determined by MDOT MTA, in its sole discretion).
- 4.2.11 The Station and platforms are public facilities to be retained by the MDOT MTA. The TOD design shall include certain public facility and infrastructure improvements and conditions ("Public Improvements"), including but not limited to:

- 4.2.12 Three (3) new bus bays in front of the Station which shall serve the Regional Transportation Agency of Central Maryland (RTA) bus routes 409 and 501 for areas within Howard County, Anne Arundel County, Northern Prince George's County and the City of Laurel. The third bus bay shall serve MDOT MTA Commuter Bus 201 connecting the City of Gaithersburg with Washington Metropolitan Area Transit Authority (WMATA) Shady Grove Metro Station and Baltimore/Washington International Thurgood Marshall Airport (BWI Marshall Airport) (see Figure 8: RTA Bus Route).

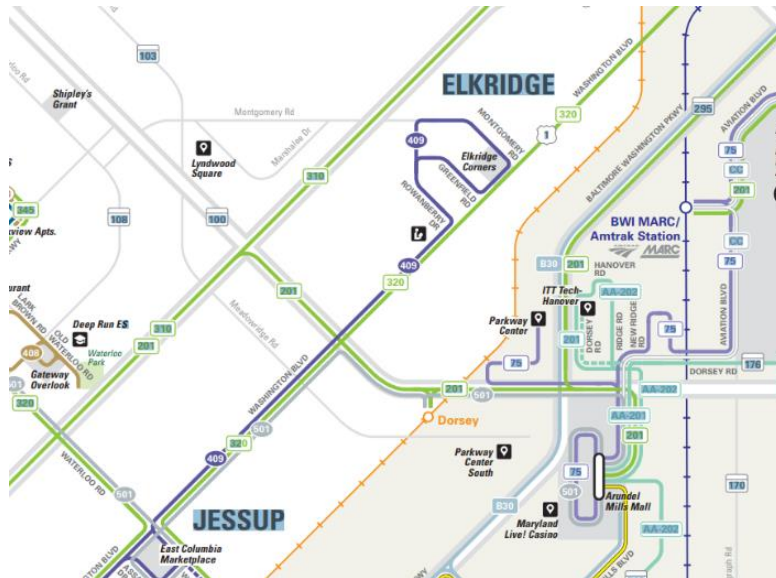


Figure 8: RTA Bus Route Map

- 4.2.12.1 At least twenty-four (24) bicycle racks and six (6) bicycle lockable storage lockers shall be provided at the Station in the proximity of a new hiker/biker trail (see Section 4.2.1); and
- 4.2.12.2 Vehicular access to the Station and Site shall continue to be limited to existing routes from MD 100, Exit 7 to Dorsey Station Drive.
- 4.2.13 **Additional Mandatory Project Improvements**
These additional project improvements are opportunities that, unless a detriment to the Project and or otherwise agreed to in writing by MDOT, should be addressed in the Response.
- 4.2.13.1 The Developer shall provide a shared-use path connection from the Station to Dorsey Road, O'Connor Drive, and Oxford Square.
- 4.2.13.2 ADA-compliant sidewalk connections throughout the Site to the Station shall be provided by the Developer.

- 4.2.13.3 Any impact to existing traffic shall be addressed through the County's Adequate Public Facilities Ordinance (APFO). Any impact to MD 100 must receive prior approval from MDOT SHA and shall be at the sole cost of the Developer.
- 4.2.13.4 There is currently no vehicular access to Dorsey Station Drive from Deerpath Road which terminates with a cul-de-sac. Developer shall provide vehicular connectivity from the private development area to Dorsey's business park. There shall be no direct vehicle passage from the private development area to the Station or MD 100 Interchange.
- 4.2.13.5 The Station and commuter parking lots are accessed via MD 100, Exit 7 to Dorsey Station Drive.
- 4.2.14 The development requires two (2) separate public vehicular access points:
 - 4.2.14.1 The Developer shall ensure that public facilities including the Station, commuter parking, three (3) future bus bays, and transit-related operations shall only be accessed by vehicles via MD 100; and
 - 4.2.14.2 The Developer shall ensure that vehicular access to and from the private development shall only be available by Deerpath Road via MD 103 and Douglas Legum Drive.
- 4.2.15 MDOT encourages all Responses to outline specific actions and measures that will promote good stewardship of our environment and community resources in the development of the TOD. These specific actions should be presented in the form of an Energy Conservation Plan ("Energy Plan") and will be evaluated on the feasibility and strategies to reduce overall energy consumption, operating costs, proposed green infrastructure, and greenhouse gas emissions.
- 4.2.16 MDOT encourages all Responses to outline specific actions and measures that will promote equity and environmental justice in the development of the TOD. These specific actions should be presented in the form of an Equity Plan ("Equity Plan") and will be evaluated on the feasibility and strategies to increase opportunities for underserved, overburdened, and vulnerable populations.

5 Response Outline

Developers are required to submit a comprehensive Response by following the outline below. Each Developer should clearly identify and separate each section. Each Response is required to be submitted as an electronic copy on a USB flash drive; labeled with the Development Team's name; and five (5) bound copies of the Response in a package with documents in 8½" x 11" format labeled "Dorsey MARC Project Site – Response to the Request for TOD Proposals – Attn: Gaylord Dutton" to the address listed below. Failure to respond with the requisite information may result in a Developer being deemed non-responsive.

Responses must be received no later than February 28, 2022 at 5:00 PM EST to:

Maryland Department of Transportation
The Secretary's Office of Real Estate and Economic Development
7201 Corporate Center Drive, Hanover, MD 21076
Attn: Gaylord Dutton gdutton@mdot.maryland.gov

MDOT in its sole discretion and to serve the best interests of the State reserves the right to cancel, modify or amend this RFP at any time and/or to reject in whole or in part any or all Responses. MDOT also reserves the right to waive minor irregularities, and/or conduct discussions with any or all Developers responding to this RFP.

5.1 Cover Letter

Developers should include a cover letter introducing the development team and briefly summarizing the content of the Response.

5.2 Executive Summary

The executive summary must include a narrative with the proposed design concept and how it shall advance the objectives set forth in the RFP and TOD design principles. The executive summary should be a maximum of three (3) pages and should include a brief narrative of the sections outlined below.

5.3 Development Team and Potential Partners

The development team ("Development Team") may only be members that are presently committed to the Response. Potential partners ("Potential Partners") include professional and experienced potential team members that are anticipated to join the Development Team. Below are elements that need to be provided by each Development Team.

- List the Development Team members names, roles and responsibilities and contact information which may include addresses, telephone numbers, and emails for each team member.
- Each Development Team member should indicate their experience and expertise, specific experience working with transit agencies, and the company they represent. This can be in the form of a resume that highlights the individual's qualifications.
- The Development Team and Potential Partners can include consultants, architects, counsel, brokers, engineers, surveyors, title companies, cost estimators, environmental consultants and other relevant service providers, to the extent known or expected at this stage but they must be identified as either part of the Development Team or Potential Partners.
- Organization Chart indicating hierarchy and communication channels between the Development Team members, Potential Partners and any other anticipated internal stakeholder(s).

- At a minimum present one (1) project, that is similar in scope and scale to what is being proposed by the Development Team for the Dorsey MARC TOD Project and include any information on the project that demonstrates the experience of the Development Team and Potential Partners. Each project presented will need to identify the following elements:
 - Description of project (size, type, location, partnership structure, public partnership, etc.), number and average size of residential units, uses, and other relevant information;
 - Description of unique challenges of the project, and discussion of how the entity addressed the unique challenges;
 - An approximate project cost which may breakout any major financial elements, government subsidies/loans or grants, etc.);
 - Information about financing structure (i.e. capital and financing sources, loan to value, financial guarantees, etc.);
 - Illustrations and/or photographs of the project, and
 - A reference including contact name, telephone, email address and role on the project.

Notes: MDOT reserves the right in its sole discretion to contact references not otherwise provided by Developer.

5.4 Project and Program Requirements

The Developers are expected in their Response to address each requirement in Section 4 of this RFP to provide the evaluation team with the understanding of acceptance and how the Developer might accomplish the requirements.

5.5 Program Design

5.5.1 Development Program – The Developer is responsible for clearly presenting the total development program highlighting elements outlined in this RFP and delineating between public and private development. Items that highlight the TOD design principles (height, density, public spaces, etc.) will be critical to show in the development program.

5.5.1.1 Active Ground Floor – Developers are required to identify proposed retail, commercial, entertainment, or other active ground floor uses in the development (mix and type).

5.5.1.2 Floor Plans and Renderings – Developers are required to show gross square feet of uses (residential, commercial, retail, office, cultural, etc.) in floor plans. Renderings are encouraged to show the sense of place and capture the Project's design concept.

- 5.5.2 Site Plan - A site plan depicting each land use proposed and specific bus, bicycle, pedestrian access and circulation improvements (MARC access, green spaces, parks, landscaping, public versus private areas, crosswalks, pedestrian bridges, bicycle facilities, and sidewalks) that enhance the Project.
 - 5.5.3 Zoning Changes -The Response must identify the existing zoning and any variances/waivers required in executing the Project.
 - 5.5.4 Transportation and Parking Plan – The Response should provide a separate plan highlighting the general transportation elements (streets directions, crosswalks, lights, bus stops, etc.) and those required in the RFP. Each Response shall independently verify the amount of existing parking and all parking for public and private parking spaces, including but not limited to; location, type (i.e., surface, street, structured), size, accessibility, paid and no-charge parking. Structured parking designs will require the total amount of spaces provided and any proposed parking operator. The plan shall address the infrastructure and property access requirements identified in section 4.3 of this RFP.
 - 5.5.5 Utility Plan and General Property Access– Developers shall demonstrate a high-level evaluation for anticipated encroachments into public or private property for the Project in addition to bus and automobile access points alongside or overlapping with pedestrian access points. Developers shall demonstrate anticipated curb cuts, crosswalks, sidewalk, and trails and that they do not negatively impact pedestrian safety. The Response may include for planned utility improvements, highlighting any potential or significant utility system issues to the Site, including but not limited to; utility connections, load to current utility system(s), utility access across the stream, or any other utility ecosystems concerns that could impact development.
 - 5.5.6 Community Participation Plan – Developers are required to demonstrate a comprehensive community participation plan that involves, but is not limited to, outreach to the community, attendance in community meetings, and community partnership(s).
- 5.6 Economic Opportunities**
The Developer shall produce an estimate of the economic impact of the Project including, which may include temporary and permanent job creation, increased municipal and State tax revenue, anticipated increase to Station ridership, and increased parking availability. If possible, a lifecycle representation of the economic impact that aligns with the Project’s schedule.
- 5.7 Schedule Proposed**
The Developer shall provide a schedule for completing the Project. This should be provided in written and graphic/chart format. At a minimum the Project schedule shall include, but not be limited to:

- 5.7.1 Significant tasks and phases associated with the Project;
- 5.7.2 Total duration of tasks (with start and end dates for each task);
- 5.7.3 Identify critical path items and milestones;
- 5.7.4 Total duration required for due-diligence and pre-development tasks (from planned award date to construction start);
- 5.7.5 Construction start and end date, including any phasing plan;
- 5.7.6 Construction completion to stabilization; and
- 5.7.7 Overall duration of the Project.

5.8 Financial Structure

5.8.1 Sources and Uses

Developer shall provide a “Sources and Uses” summary that shall include but not be limited to:

- **Sources:** A breakdown of all anticipated funding sources (including, but not limited to the general partner/limited partner equity, mezzanine debt, traditional debt, federal grants, TIFs, tax credits, etc.) that are to be obtained and each of their respective costs to capital which may include approximate interest rates, amortization type, period and debt coverage ratio, required Internal Rate of Return, tax credit amounts, etc. for the payment of the uses in the Project.
- **Uses:** A summary of the Project’s budget that itemizes the total uses (at minimum and as applicable) into the anticipated lease/acquisition, predevelopment, financing, capital expenditures, and any planned deferred development fees from award date to stabilization.
- MDOT is requesting that respondents provide options which fulfill project goals. Respondents must not rely on any MDOT capital funding for public facilities or private development. Experience of the respondent in securing conventional financing and utilizing innovative financing approaches for public facilities without solely relying on public investment (federal, state or local jurisdictions).

5.8.2 Development Budget and Operating Pro Forma

- Developer shall include but not be limited to a detailed, fully functional Microsoft Excel document (i.e., no hard coding, hidden, or locked cells) and a static PDF file, of their detailed financial projections from pre-development through stabilization. At a minimum, the pro forma should include but not be limited to a summary of assumptions, capital expenditures (hard costs, soft costs, contingencies, Tenant Improvements, all development fees), return

analysis and distribution, and any other Project-specific return metrics, summary cash flow roll up, and any specific property type anticipated revenues.

5.8.3 Financial Capacity

Developer will be evaluated on their ability and willingness to commit to invest equity into the Project. Developer should note that all such money expended is at their sole risk and under no circumstances shall MDOT be responsible to reimburse the same. The Response must include the following items:

- A description of the amount of equity that will be committed to the total project cost including, but not limited to pre-development, construction and operation and maintenance of the Project.
- Satisfactory evidence of Developer's ability to secure Project equity and debt, including any commitment letters from prospective investors or lenders.
- A description of the Developer's financial capacity which may include proposed partners, equity partners, proposed tenants, etc. Also, additional information pertaining to financial capacity such as annual reports, balance sheets, profit and loss statements, evidence of lines of credit and uncommitted discretionary sources of equity may be included.

5.9 Attached Affidavit(s)

Developers are required to review and execute all affidavits attached to this RFP. Refer to Appendix A.

5.10 Additional Information

Developers are encouraged to provide any additional information to help support their TOD Response.

6 RFP Process and Developer Selection Guidelines

The RFP and evaluation process will be led by MDOT in coordination with government stakeholders and possible consultants so that the Evaluation Team may select a proposal that provides the best value for the State. Developers are strongly encouraged to participate in meetings highlighted below and format their responses to highlight the proposed evaluation criteria.

6.1 Pre-Response Site Visit (if applicable)

A pre-response site visit may be scheduled for 11:00 AM on Tuesday, December 14, 2021. If scheduled, the visit will most likely be held on site at the Dorsey MARC Station parking lot, located at 7000 Deerpath Road at Maryland Route 100 (MD 100), Elkrige, Maryland 21075. Interested Developers are responsible for checking the Project's web page ([ORED's Dorsey MARC Station TOD project web page](#)) for updates and instruction for any pre-response site visit.

6.2 Selection Process Timeline (subject to change)

Item:	Date:
RFP Issue Date	November 30, 2021
Pre-response Site Visit	December 14, 2021, 11:00 AM EST
Deadline for Receipt of Written Inquiries	January 10, 2022
Deadline for Final Proposal Submission	February 28, 2022, 5:00 PM EST
Meetings with Developers (at MDOT's discretion)	TBD
Anticipated Award Date	TBD

6.3 Meetings with Developers

The Evaluation Team may meet with all, none or selected Developers for an oral presentation and specific discussions about their respective Response(s). Such discussions will include identifying areas of the Developer's Response that requires clarification or improvement.

6.4 Evaluation Team

MDOT shall designate an Evaluation Team to review and evaluate the Responses. The Evaluation Team will be determined by MDOT at its sole discretion. MDOT may consult with professional consultants, advisors, and other stakeholders for technical assistance. The Evaluation Team, will evaluate each Response based on the evaluation criteria and select a proposer that provides the best value to the State.

6.5 Evaluation Criteria

The criteria elements itemized in the table below have been presented in the order of importance to the State.

No.	Criteria	Section	%
1.	Development Team & Potential Partners	5.3, 5.8	35
2.	Transportation Program Requirements	4.1, 4.2	30
3.	Financial Structure	5.7	15
4.	Program Design	5.4, 5.5	12
5.	Scheduled Proposed	5.6	5
6.	Additional Benefits	5.9	3

7 Disclosures and Disclaimers

7.1 General

The Developer is solely responsible to ensure that all applicable federal, State and local laws and guidelines have been met. By submitting a response to this RFP, a Developer shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

7.1.1 Station Ownership

The Station and platforms are public facilities to be retained by the MDOT MTA.

7.1.2 Relocation or Replacement of MDOT MTA Facilities

If a Response requires the relocation or replacement of any MDOT MTA facility on a permanent or interim basis, the cost shall be borne solely by the Developer. No MDOT MTA facility may be taken out of service unless a permanent or interim replacement facility is already available, such that there will be no disruption to MDOT MTA operations. Any exception to this requirement with respect to a permanent or temporary MDOT MTA facility shall require prior written approval at MDOT MTA's sole discretion. Additionally, the configuration of the relocated or replaced MDOT MTA facility must be agreed to by MDOT MTA in writing.

7.1.3 MDOT MTA Improvement(s)

Those improvements, whether an interim, replacement or new facility elements, which will be designed and constructed by the Developer for MDOT MTA shall be in a configuration acceptable to MDOT MTA.

7.2 Applicable Laws

7.2.1 Federal, State, and Local Jurisdiction

Developers are responsible for being fully informed of and complying with the requirements of applicable federal, State, and local laws, permits, and regulatory requirements, including the National Environmental Policy Act (NEPA) and Federal Transit Administration (FTA) Joint Development requirements. FTA may impose additional requirements which cannot be known until FTA reviews a specific Project.

7.2.2 Americans with Disabilities Act (ADA)

All Projects shall be constructed in compliance with Titles II and III of the Americans with Disabilities Act, 42 USCA Section 12101, et seq., as amended, and any regulations promulgated thereunder. Responses shall include a plan indicating how access from the Project to the Station will be provided for persons with disabilities. Additionally, if a Project or any subsequent addition, modification or alteration triggers accessibility-related improvements to the Station, the selected Developer shall be responsible for the costs of such improvements. The only exceptions are when the accessibility-related improvements predate the date of completion of the Project and are required to be made regardless of the Project or constitute accessibility related improvements that MDOT is implementing at stations in general as part of its system-wide improvements or alterations.

7.2.3 Davis-Bacon Act/Fair Labor Standards Act

The construction of any MDOT replacement facility or MDOT improvement must comply with the Davis-Bacon Act, 40 USC Section 276a, et seq., and overtime

compensation must be paid in compliance with Section 64 of the MDOT Compact and the Fair Labor Standards Act, 29 USCA Section 201, et seq. (1978), as amended. This requirement applies even if the remainder of the Project is not subject to these requirements.

7.2.4 Commercial Nondiscrimination Policy

As a condition of entering into any agreement, the Developer represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy. As part of such compliance, the company may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination.

7.3 Indemnification

The Developer shall indemnify and require its contractors and subcontractors (and space tenants or subtenants, where applicable) to indemnify MDOT, MDOT MTA and the State of Maryland, against all claims, liabilities and costs of whatsoever kind and nature, including environmental claims, which may be imposed upon, or incurred by, or asserted against MDOT, MDOT MTA or the State of Maryland in connection with the selected Developer's and its contractor's and subcontractor's (and space tenants and subtenants, where applicable) performance under the Master Development Agreement or related agreements.

7.4 Insurance Requirements

The Developer and its contractors and subcontractors must procure and maintain certain insurance coverages in amounts determined solely by MDOT, which may include but is not limited to General Liability, All Risk Property, Builder's Risk, Worker's Compensation, Automobile Liability, Contractors' Pollution Legal Liability, Railroad Protective Liability, Rental Value Insurance, Professional Errors and Omissions Liability and Boiler and Machinery (during operations only).

7.5 Additional Disclaimers to RFP

7.5.1 Amendments to RFP

MDOT reserves the right at any time to issue amendments to this RFP. If an amendment is issued before the closing date for Responses, the amendment will be posted to [The Project Web Page: ORED's Dorsey MARC Station TOD project web page](#).

7.5.2 Letter of Credit (Appendix B – Irrevocable Letter of Credit Form)

Upon award, the selected Developer will be required to provide an Irrevocable Letter of Credit that will be held by MDOT until the terms under the Master Development Agreement has been completed. If any Developer is unable to provide this Letter of Credit within seven (7) days of award then the award may be nullified by MDOT at its

sole discretion, and the Developer shall not move forward in the development process.

- Letter of Credit Amount: \$50,000
- Format - Standby, Irrevocable Letter of Credit (see Appendix B)
- Conditions - The Letter of Credit will only be returned upon closing, pursuant to the terms of the executed Master Development Agreement.

7.5.3 News Releases

No news release pertaining to this RFP or the services, study and project to which it relates shall be made without prior written MDOT approval and then only in coordination with MDOT.

7.5.4 Public Information

The Maryland Public Information Act, Title 4 of the General Provisions Article of the Annotated Code of Maryland (PIA) applies to documents submitted in response to this RFP. If a Developer submits information in its proposal that it believes contains confidential commercial information, confidential financial information, or trade secrets and should not be subject to disclosure under the PIA, the Developer must clearly mark such information on each page as “Confidential” and provide a cover sheet identifying each section and page and provide justification why such materials should not be disclosed by MDOT under the PIA. Developers are advised that, upon request for this information from a third party, MDOT will make an independent determination whether the information may be disclosed under the PIA and Applicable Law.

- 7.5.5. Award. A Developer selected for award by MDOT (“Selected Developer”) will enter into an exclusive negotiating privilege with MDOT to conduct predevelopment activities to develop a final development plan, a master development agreement and associated documents. The Selected Developer will not be reimbursed by MDOT for any of its predevelopment activities. During the predevelopment period, MDOT reserves the right to negotiate any part of the Proposal submitted in response to this RFP to finalize a final development plan, master development agreement and associated documents.

7.6 Acceptance of Terms and Conditions

By submitting a Response to this RFP, a Developer shall be deemed to have accepted all the terms, conditions and requirements set forth in this RFP.

7.7 Choice of Law

This RFP shall be governed by the laws of the State of Maryland.

Appendix A – BID/PROPOSAL AFFIDAVIT

A. Authority

I HEREBY AFFIRM THAT:

I (print name) _____ possess the legal authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. Certification Regarding Minority Business Enterprises.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

B-2. Certification Regarding Veteran-Owned Small Business Enterprises. The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1)--(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)--(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) § 7201, Attempt to Evade or Defeat Tax;
 - (b) § 7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) § 7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
 - (d) § 7206, Fraud and False Statements, or
 - (e) § 7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. § 286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. § 287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. § 371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and

- (ii) Decision became final; or
- (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure Act; and
 - (ii) Not overturned on judicial review; or
- (15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)--(14) of this regulation, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT: Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Maryland Department of Labor, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

- (1) The undersigned certifies that, in accordance with State Finance and Procurement Article, § 17-705, Annotated Code of Maryland:
 - (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, § 17-702, Annotated Code of Maryland; and
 - (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, § 17-702, Annotated Code of Maryland.

(2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, § 14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR § 260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of:

- (1) the State of Maryland;
- (2) counties or other subdivisions of the State of Maryland;
- (3) other states; and
- (4) the federal government.

I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to

- (1) this Affidavit,
- (2) the contract, and
- (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

Appendix B – IRREVOCABLE LETTER OF CREDIT FORM

Issuer:

[Name of bank]

[Bank address]

Date of Issue: [Month, day, and year of issue]

IRREVOCABLE STANDBY LETTER OF CREDIT NO. [Letter of credit number]

Beneficiary

Maryland Department of Transportation, by
and through The Office of Real Estate
and Economic Development
7201 Corporate Center Drive
Hanover, Maryland 21076

Applicant

[Name of Developer]
[Address of Developer]

Attention: Dorsey MARC Station Project Manager

AMOUNT: \$[Letter of credit amount]

EXPIRY DATE: [Letter of Credit month, day, and year of expiration] subject to renewal provisions
herein

PROJECT: Dorsey MARC Station TOD

Ladies and Gentlemen:

We hereby establish our Irrevocable Standby Letter of Credit [Insert Letter of Credit Number] ("Letter of Credit") in favor of Beneficiary for the account of Applicant up to an aggregate amount of _____ U.S. DOLLARS (U.S. \$ [Letter of Credit Amount] available for payment when accompanied by the following three items:

1. A draft at sight drawn on [Name of bank] duly endorsed on its reverse thereof by a duly authorized representative of the Beneficiary, specifically referencing this Letter of Credit Number [Letter of credit number];
2. The original of this Letter of Credit; and
3. A dated statement issued on the letterhead of Beneficiary, stating: "The amount of this drawing is \$_____, drawn under Irrevocable Standby Letter of Credit No. [Insert Number] and represents funds due and owing to the Maryland Department of Transportation." Such statement shall be conclusive as to such matters and Issuer will accept such statement as binding and correct. Issuer shall have no right, duty, obligation or responsibility to evaluate the performance or nonperformance of any underlying agreement between Applicant and Beneficiary before performing under the terms of this Letter of Credit.

This Letter of Credit shall automatically renew for a one year term upon the Anniversary of the expiry date set forth above (The "Anniversary Date") until [insert date] unless (i) earlier released by Beneficiary in writing or (ii) Issuers delivers written notice to both Applicant and Beneficiary that this Letter of Credit

will not be renewed on the Anniversary Date upon which this Letter of Credit will no longer be renewed. Notwithstanding any terms and/or conditions to the contrary, this Letter of Credit will expire no later than [Letter of Credit month, day, and year of expiration].

If a drawing made by Beneficiary under this Letter of Credit reaches the address provided on this Standby Letter of Credit via Courier (FEDEX or DHL) on or prior to 1:00 PM (Eastern Time) on a Business Day (Defined below) and, provided that such drawing and the statement presented in connection therewith conform to the terms and conditions hereof, payments shall be made to Beneficiary in the amount specified, in immediately available funds, on the same Business Day. If a drawing is made by Beneficiary under this Letter [Letter of credit number] of Credit after 1:00 pm (Eastern Time) on a Business Day and, provided that such drawing and the statement presented in connection therewith conform to the terms and conditions hereof, payments shall be made to Beneficiary in the amount specified, in immediately available funds on the next Business Day. If requested by Beneficiary, payment under this Letter of Credit may be deposit of immediately available funds into an account designated by Beneficiary. As used herein, the term "Business Day" shall mean any day other than a Saturday, Sunday or a day on which banking institution in the State of Maryland are authorized or required by law to close.

Drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented by The Secretary's Office of the Maryland Department of Transportation, the Director of The Office of Real Estate and Economic Development for the Maryland Department of Transportation, or one of their duly authorized representatives, on or before the Expiry Date to Issuer's office at the address of Issuer set forth above.

This undertaking is issued subject to the International Standby Practices 1998 ("ISP98"). As to matters not expressly governed by ISP98, this Letter of Credit is governed by and shall be construed in accordance with the laws of the State of Maryland.

This Letter of Credit set forth in full terms of our undertaking. This undertaking shall not in any way be modified, amended, amplified or incorporated by reference to any document, contract or other agreement, without the express written authorization of Issuer, Beneficiary and Applicant.

Should you have occasion to communicate with us regarding the Letter of Credit, kindly direct your communication to the attention of Letters of Credit Dept. to the address aforementioned stating as reference our Standby Letter of Credit Number [Insert Letter of Credit Number].

Truly Yours,

Authorized Signature

Name (printed)